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Suzanne Henderson Submitter: SIMPLIFILE
 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF PAID UP OIL AND GAS LEASE

THE STATE OF TEXAS]
 COUNTY OF TARRANT]

KNOW ALL MEN BY ALL THESE PRESENTS

WHEREAS, Michelle Aptaker 1995 Trust ("Lessor") executed that certain Paid Up Oil and Gas Lease dated May 17, 2006 with Cimmaron Field Services, Inc., as Lessee, and which is recorded in document number D206214149 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and WHEREAS the Lease was assigned to Chesapeake Exploration L.L.C., (as successor in interest to Chesapeake Exploration Limited Partnership) whose address is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

Said Assignment of Oil and Gas Lease, was executed June 2, 2006, and recorded in document number D206260717. Further said Lease was amended and extended by an Amendment and Extension of Paid-Up Oil and Gas Lease recorded in document number D209193359, Official Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both amend the Lease as follows:

WHEREAS, the parties named herein now desire to ratify and amend the Lease as hereinafter set forth.

1. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced by the following new paragraph 2.

"This lease which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 49 months from the date hereof and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

As such, the primary term shall extend to June 17, 2010 rather than May 17, 2010 as was previously set forth.

2. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in

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multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.

3. The Lessor hereby grants and leases the Subject Lands to the Lessee on the terms and conditions set forth in the Lease as amended hereby and the Lessor hereby adopts, ratifies and confirms the Lease, as amended hereby and agrees that the Lease as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.
4. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto shall remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby adopt, ratify and confirm said lease, grant, demise and let the Subject Lands unto Chesapeake subject to and in accordance with all of the terms and provisions of said Lease as amended herein.

This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof.

EXECUTED on the 12 day of May, 2010 but effective as of the 17th day of May, 2006.

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LESSOR:

Laurie Aptaker

Laurie Aptaker, Trustee of the Michelle Aptaker 1995 Trust

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,

an Oklahoma limited liability company

BY: CHESAPEAKE OPERATING, INC.,

an Oklahoma corporation, its general partner

By: [Signature]

Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

JW rep
[Signature]

TOTAL E&P USA, INC.,

a Delaware corporation

By: [Signature]

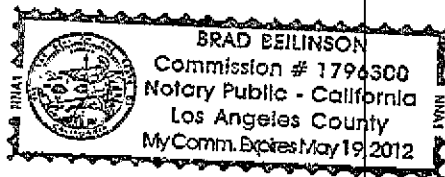
Eric Bonnin, Vice President
Business Development and Strategy

[Signature]

ACKNOWLEDGMENTS

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

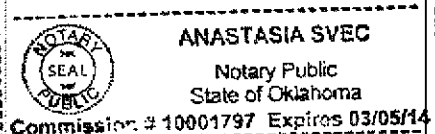
This instrument was acknowledged before me this the 12th day of May, 2010 by
Laurie Aptaker, Trustee of the Michelle Aptaker 1995 Trust, on behalf of said trust.



Brad Eelinson
Notary Public/State of California

**STATE OF OKLAHOMA
COUNTY OF OKLAHOMA**

The foregoing instrument was acknowledged before me this 10th day of, May 2010, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

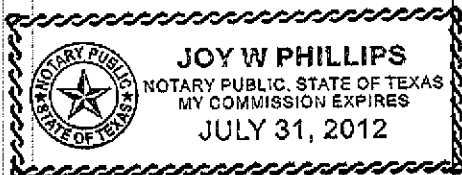


Anastasia Svec

Notary Public/State of Oklahoma
Printed Name: Anastasia Svec
My Commission Expires: 3/5/2014

**STATE OF TEXAS
COUNTY OF HARRIS**

The foregoing instrument was acknowledged before me this 24th day of May, 2010, by Eric Bonnin, as Vice President – Business Development and Strategy of Total E&P USA, Inc., a Delaware corporation, as the act and deed and on behalf of said corporation.



Joy W Phillips

Notary Public/State of Texas
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:
Cimmaron Field Services, Inc.
221 Bedford Road
Suite 100
Bedford, Texas 76022

Lazy Gas Unit